

6. Volume Discount

An additional Volume Discount will be applied to any services purchased under this Agreement. The Volume Discount will be based on total revenue generated by MCIm for all services covered by this Agreement across all regions served by the SWBT. Discounts to be negotiated between the parties.

7. Collocation

Specific prices per location shall be set by Individual Case Basis (ICB) pricing completed within 45 days of request by MCIm. [Missouri Award No. 26] ICB rates for collocation shall be as described in FCC Docket No. 91-141.

8. Definition of Zones

Local loops shall be deaveraged by exchange into three categories based upon their current rate groups shown below:

<u>Geographic Zone</u>	<u>Rate Group</u>	<u>Total Access Lines in Primary Service Area</u>
1	C and D	greater than 60,000
2	B	5,000 - 59,999
3	A	0 - 4,999

[Missouri Award No. 24]

Table 1 - Pricing: Missouri
Monthly Recurring Costs

	Geographic Zone 1	Geographic Zone 2	Geographic Zone 3	Weighted Avg. Rate
<u>Unbundled Loops</u>				
8db Loop	\$10.50	\$16.92	\$27.63	\$13.60
ISDN-BRI Loop	\$29.36	\$38.56	\$55.76	\$33.96
DS-1 Loop	\$87.87	\$97.35	\$105.16	\$91.77
<u>Dark Fiber</u>				
Underground - per ft. per fiber	\$0.000342	\$0.000799	\$0.003879	
Buried - per ft. per fiber	\$0.000228	\$0.000913	\$0.004564	
<u>Cross Connects with SMAS Test Equipment</u>		<u>No Zones</u>		
MDF to Cage, Same CO				
2 Wire Analog		\$1.53		
4 Wire Analog		\$3.05		
2 Wire Digital ISDN-BRI		\$1.53		
2 Wire Digital DS 1		\$8.19		
MDF to Cage, Different CO				
2 Wire Analog		\$3.65		
4 Wire Analog		\$4.91		
2 Wire Digital ISDN-BRI		\$8.74		
MDF to SWBT Multiplexor				
2 Wire Analog		\$3.65		
4 Wire Analog		\$4.91		
2 Wire Digital ISDN-BRI		\$8.74		
<u>Cross Connects without SMAS Test Equipment</u>				
MDF to Cage, Same CO				
2 Wire Analog		\$0.00		
4 Wire Analog		\$0.00		
2 Wire Digital ISDN-BRI		\$0.00		
2 Wire Digital DS 1		\$5.15		
MDF to Cage, Different CO				
2 Wire Analog		\$2.12		
4 Wire Analog		\$2.84		
2 Wire Digital ISDN-BRI		\$7.21		
MDF to SWBT Multiplexor				
2 Wire Analog		\$2.12		
4 Wire Analog		\$2.84		
2 Wire Digital ISDN-BRI		\$7.21		

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Table 1 - i

Key: Regular Text = MCI/m/SWBT negotiated language; **Bold Text** = MCI/m language disagreed to by SWBT;
Italics = Missouri PSC Arbitration Award and stipulation language. **Bold Italics** = *Conformed to Award but disagreed to by SWBT*. **Bold Underline** = SWBT language disagreed to by MCI/m.

Table 1 - Pricing: Missouri
Monthly Recurring Costs

Local Switching

Per Originating or Terminating MOU \$0.002240

Port Charges per Month

Analog Port \$2.51
ISDN-BRI Port \$4.97
DS-1 Port 60.24

Tandem Switching

Per MOU \$0.0015

Interoffice Transport

Common Transport \$0.000276 per access minute
 \$0.00003 per access minute per mile

<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
<u>.000511</u>	<u>.000399</u>	<u>.000473</u>

Dedicated Transport

\$ 17.46 first mile (voice grade)
 \$ 1.12 each additional mile (voice grade)
 \$ 51.30 first mile (DS1)
 \$ 17.70 each additional mile (DS1)
 \$815.00 first mile (DS3)
 \$118.00 each additional mile (DS3)

Conditioning

Local Loop dB Loss Conditioning \$4.87

Other Items

E-911

Until such time as the Commission establishes permanent prices, the rates SWBT shall charge MCIm shall be based on the applicable charge in SWBT's intercompany agreements for such service or item. SWBT affirms that such rates are as follows:

End office to control office trunk \$41.00

Control Office to PSAP trunk \$78.00

Point of interconnection with another local service provider, trunk between a SWBT Control office (or End Office) and the other service provider \$58.00

Table 1 - Pricing: Missouri
Monthly Recurring Costs

	<i>Point of interconnection with another local service provider, trunk between a SWBT PSAP and the other service provider</i>	\$77.00
	<i>ALI data circuit, from PSAP to SWBT's Database</i>	\$115.00
	<i>Point of interconnection with another local service provider, ALI data circuit to SWBT's database</i>	\$105.00
	<i>E9-1-1 Service Basic Feature Package (per 1000 EAAs)</i>	\$51.60
	<i>ALI Feature</i>	\$32.00
	<i>IEC Selective Routing</i>	\$69.00
	<u>SWBT will charge MCIm based on rates, terms and conditions of the Missouri General Exchange Tariff (MO PSC #35), Section 28 Universal Emergency Number Service (9-1-1).</u>	
<i>Directory Assistance</i>	<i>Until such time as the Commission establishes permanent prices, the rates SWBT shall charge MCIm shall be based on the applicable charge in SWBT's intercompany agreements for such service or item, which SWBT affirms is \$0.401 per DA call.</i>	
<i>Directory Assistance Call Completion</i>	<i>Until such time as the Commission establishes permanent prices, the rates SWBT shall charge MCIm shall be based on the applicable charge in SWBT's intercompany agreements for such service or item, which SWBT affirms is \$0.24 per completed call.</i>	
<i>Directory Assistance Listing</i>	<i>Until such time as the Commission establishes permanent prices, the rates SWBT shall charge MCIm shall be based on the applicable charge in SWBT's intercompany agreements for such service or item, which SWBT affirms is \$0.0585 per listing.</i>	
<i>Operator Assistance</i>	<i>Until such time as the Commission establishes permanent prices, the rates SWBT shall charge MCIm shall be based on the applicable charge in SWBT's intercompany agreements for such service or item, which SWBT affirms is</i>	

Table 1 - Pricing: Missouri
Monthly Recurring Costs

\$0.173 per completed automated call, and \$0.020 per actual work second for operator-assisted and semi-automated call processing.

Table 2 - Pricing: Missouri
Non-Recurring Charges

<u>Unbundled Loops</u>	<u>Installation</u>		<u>Disconnection</u>	
	<i>Initial</i>	<i>Additional</i>	<i>Initial</i>	<i>Additional</i>
8 dB Loop	\$39.61	\$20.41	\$7.14	\$0.59
5 dB Loop*	\$60.36	\$30.33	\$7.14	\$0.59
ISDN-BRI Loop	\$116.64	\$63.93	\$1.16	\$1.16
DS-1 Loop	\$169.97	\$79.39	\$26.93	\$8.62
<u>Cross-Connect w/SMAS Test Equipment</u>				
Analog 2 Wire, Same CO	\$25.41	\$22.82	\$17.17	\$17.17
Analog - 4 Wire, Same CO	\$29.23	\$26.63	\$17.17	\$17.17
Digital BRI - 2 Wire Same CO	\$25.41	\$22.82	\$17.17	\$17.17
DS1-4 Wire Same CO	\$29.23	\$26.63	\$17.17	\$17.17
Analog - 2 Wire FXO, Different CO	\$31.29	\$28.69	\$22.74	\$22.74
Analog - 4 Wire FXO, Different CO	\$35.10	\$32.51	\$22.74	\$22.74
Digital BRI - 2 Wire FXO, Different CO	\$31.29	\$28.69	\$22.74	\$22.74
Analog - 2 Wire FXO, SWBT Multiplexor	\$31.29	\$28.69	\$22.74	\$22.74
Analog - 4 Wire FXO, SWBT Multiplexor	\$35.10	\$32.51	\$22.74	\$22.74
Digital BRI, 2 Wire FXO, SWBT Multiplexor	\$31.29	\$28.69	\$22.74	\$22.74
<u>Cross-Connect W/O SMAS Test Equipment</u>				
Analog - 2 Wire, Same CO	\$21.52	\$18.92	\$14.34	\$14.34
Analog - 4 Wire, Same CO	\$25.33	\$22.74	\$14.34	\$14.34
Digital BRI - 2 Wire, Same CO	\$21.52	\$18.92	\$14.34	\$14.34
DS 1-4 Wire, Same CO	\$25.33	\$22.74	\$14.34	\$14.34
Analog - 2 Wire FXO, Different CO	\$27.39	\$24.80	\$19.91	\$19.91
Analog - 4 Wire FXO, Different CO	\$31.21	\$28.61	\$19.91	\$19.91
Digital BRI - 2 Wire FXO, Different CO	\$27.39	\$24.80	\$19.91	\$19.91
Analog - 2 Wire FXO, SWBT Multiplexor	\$27.39	\$24.80	\$19.91	\$19.91
Analog - 4 Wire FXO, SWBT Multiplexor	\$31.21	\$28.61	\$19.91	\$19.91
Digital BRI, 2 Wire FXO, SWBT Multiplexor	\$27.39	\$24.80	\$19.91	\$19.91
<u>Local Switching - Per Port</u>				
Analog Port	\$58.44	\$54.99	\$0.00	\$0.00
ISDN-BRI Port	\$58.44	\$54.99	\$0.00	\$0.00
DS-1 Port	\$424.21	\$191.24	\$0.00	\$0.00

*The costs for a 5dB local Loop include the costs of dB Loss Conditioning.

Service Order Charge \$5.00**

**Applied once per order and not once per each element ordered.

Key: Regular Text = MCI/m/SWBT negotiated language; **Bold Text** = MCI/m language disagreed to by SWBT; *Italics* = Missouri PSC Arbitration Award and stipulation language. **Bold Italics** = *Conformed to Award but disagreed to by SWBT*. **Bold Underline** = **SWBT language disagreed to by MCI/m**.

ATTACHMENT II

RESALE

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ATTACHMENT II

RESALE

1. Telecommunications Services Provided for Resale

1.1 In accordance with the Act, the Missouri Commission Arbitration Award, and the terms set forth herein, MCI may resell SWBT's Telecommunications Services. In addition, other services, as provided in this Attachment II, shall also be made available to MCI for resale.

1.2 Telecommunications Services will be resold to MCI on terms and conditions that are reasonable and nondiscriminatory and consistent with the Telecommunications Act, federal and state regulations and terms and conditions in this Agreement.

1.2.1 Attached hereto as Exhibit A is a list of Telecommunications Services and other services currently available for resale at the wholesale discount rate of **20.32%** off the retail rate set by the Commission through arbitration. [Missouri Award 35, Missouri Reconsideration Order III.E]

1.2.2 Attached hereto as Exhibit B is a list of other services available for resale at the discount included in the exhibit. [Missouri Award 35, Missouri Reconsideration Order III.E]

1.2.3 Except as otherwise expressed herein, MCI may resell any other Telecommunications Services offered to SWBT retail subscribers, and not listed in Exhibits A and B, at the wholesale discount rate of **20.32%**, including but not limited to *Customized Service Contracts (i.e., CSPP)*, Enhanced Directory Listings and Prepaid Cards. [Missouri Award 35, Missouri Reconsideration Order III.E]

1.2.4 Exhibits A and B are provided as reference materials. To the extent Exhibits A and B conflict with the provisions of this Interconnection Agreement, the provisions of the Interconnection Agreement are controlling. In particular all Telecommunications Services are available for resale by MCI, and at a discount of 20.32%, except to the extent the Interconnection Agreement otherwise provides notwithstanding the content of Exhibits A and B. Exhibits A and B were unilaterally prepared by SWBT and have not been confirmed by MCI. Any errors in these Exhibits are not binding on MCI, including but not limited to errors in

tariff descriptions and references, prices, and status of service.

1.3 MCIIm may resell SWBT's Bill Plus or Consolidated Billing service at a discount of five percent (5%) off SWBT's tarified rate for each service (or in the event either of these services is not tarified, at a discount of five percent (5%) off the rate SWBT charges its subscribers).

1.4 *Educational and Lifeline/Link-up will be wholesale priced at zero discount. Such services shall only be resold to those subscribers qualified to receive such services.* [Missouri Award No. 36]

1.5 SWBT shall make available for resale by MCIIm the following SWBT services at SWBT's tarified rate for each service (or in the event a service is not tarified, at the rate SWBT charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Connections with Terminal Equipment and Communications Systems
- Maintenance of Service Charges
- Suspension Services
- Telecommunications Service Priority Systems
- Access Services
- Cellular Mobile Telephone Interconnection Services
- Exchange Connection Services
- Shared Tenant Services (When MCIIm resells Shared Tenant Service, it will receive the dicount associated with the underlying service used in the shared tenant arrangement.)

1.6 SWBT shall be under no obligation to offer the following for resale:

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- InLine Products
- Inside Wiring
- Semi-Public Telephone Booths and Enclosures
- 911 Universal Emergency Number Equipment

2. General Terms and Conditions for Resale

2.1 The terms and conditions for the pre-ordering, ordering, provisioning, billing, maintenance and repair of Services resold pursuant to this Attachment are set forth in Attachment VIII.

2.2 SWBT shall provide the services covered by this Attachment at the same level of service that SWBT provides itself and its subscribers subject to the availability of facilities.

2.3 MCIIm shall resell Telecommunications Services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers.

2.4 **MCIIm shall not use resold Telecommunications Services in a manner inconsistent with the Telecommunications Act, federal and state regulations and terms and conditions of this Agreement to provide access services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers.** Provided however, that MCIIm may permit its subscribers to use resold Telecommunications Services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

2.5 SWBT will charge \$5.00 per "changeover" to switch a local service customer to MCIIm. Such changeover charge shall apply to each billed telephone number switched to MCIIm.

2.5.1 Besides the above "changeover" charge, SWBT shall not charge any additional non-recurring charges to switch a customer from SWBT to MCIIm who is maintaining the same service previously provided by SWBT. [Missouri Reconsideration Order III.F.]

2.5.2 If the changeover order requests additional services, additional charges shall apply, if applicable, with the discounts listed. [Missouri Reconsideration Order III.F.]

2.6 Local Carrier Confirmation. Within thirty (30) days of the effective date of this Agreement or as otherwise mutually agreed to, the parties shall begin developing a direct-dial method for subscribers to confirm their local exchange carrier selection. The agreed upon method will allow MCIIm and SWBT subscribers to dial the same number to confirm that their calls are being carried by their chosen local service provider. The method may, for example, function similarly to the "700" number used nationally to confirm presubscribed interexchange carrier selections. It must not foreclose migration to a nationwide confirmation method should one be developed.

2.7 An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this Agreement. All federal rules and regulations associated with EUCL charges also apply.

2.8 SWBT shall make available to MCIIm all Promotions applied to Telecommunications Services.

2.8.1 Only those promotions lasting ninety (90) days or more shall be discounted by the established amount or the promotion amount, at the discretion of MCIIm. Promotions lasting less than ninety (90) days are those which are limited in length to less than ninety (90) days for the length of the period during which the promotion may be offered to the public, and less than ninety (90) days for the period during which any and all benefits from the promotion must be realized or captured by the subscriber, and the subscriber must begin receiving the benefit during the offering period. [Missouri Award 35 and 40]

2.9 MCIIm is solely responsible for the payment of charges for all services furnished under this Attachment including, but not limited to, calls originated or accepted at MCIIm's location and its subscriber service locations, with the exception of any retail services provided directly by SWBT to the subscriber, which SWBT shall be responsible for billing.

2.10 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold subscriber accounts will be returned as unbillable and will not be passed on to MCIIm for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.

2.11 In accordance with industry standards, interexchange carrier PIC selections for lines resold to MCIIm will not be processed from interexchange carriers or end users, but will only be processed if received from MCIIm.

2.12 MCIIm may resell Customer Initiated Suspension and Restoral Service to their end users. SWBT will offer to MCIIm Company Initiated Suspension service for their own purposes at the SWBT retail tariffed rate. If MCIIm issues a disconnect on their end user account within the first fifteen (15) days after suspension, appropriate services will not be billed for the suspension period. However, should MCIIm issue a disconnect after the first fifteen (15) days, MCIIm will be responsible for all appropriate charges on the account back to the suspension date. Should MCIIm restore its end user, restoral charges at the SWBT retail tariffed rate will apply and MCIIm will be billed for the appropriate service from the time of suspension.

2.12.1 Suspension of service discounts apply to the discounted rates for the underlying service.

2.13 *Compensation agreements between MCIIm and the independent LECs are not required in a resale environment. [Missouri Award No. 28]*

2.14 A thirty (30) day notice before tariff filing affecting prices of existing services shall be given by SWBT to MCIIm. [Missouri Award No. 40]

2.15 *SWBT may maintain restrictions on aggregation of toll service for resale. No other restriction shall apply until, upon explicit request from SWBT, such restriction is authorized by the Commission. [Missouri Award No. 38]*

SWBT (2.15-1) Other than statutory limitations, no other tariff use restriction shall apply until, upon explicit request from SWBT, such restriction is authorized by the Commission. [Missouri Award No. 38]

SWBT (2.15-2) MCIIm shall only sell Plexar® services to a single end user.

SWBT (2.15-3) Except where otherwise explicitly provided in the corresponding tariffs, MCIIm shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service or except where SWBT permits such sharing by its own end users.

3. Requirements for Specific Services

3.1 PLEXAR® Requirements.

3.1.1 At MCIIm's option, MCIIm may purchase the entire set of any PLEXAR® (PLEXAR® I, PLEXAR® II, PLEXAR® Custom) features or a subset of any one or any combination of such features in conjunction with PLEXAR® services. CENTREX is a grandfathered service and MCIIm may only offer it to subscribers that are eligible to receive CENTREX from SWBT.

3.1.2 All features and functions of PLEXAR® services, whether offered under tariff or otherwise, shall be available to MCIIm for resale at the 20.32% discounted rate, subject to provisions consistent with the Telecommunications Act, federal and state regulations and terms and conditions in this agreement. *MCIIm may sell PLEXAR to any end users in any geographic locations to whom SWBT might provide service. SWBT will allow MCIIm such resale in a fair and nondiscriminatory manner. [Missouri Award 38]*

3.1.3 All service levels and features of PLEXAR® services provided by SWBT for resale to MCI shall meet the service parity requirements set forth in Attachment VIII and must be at least equal to those SWBT provides to itself or its retail end users.

3.1.4 SWBT shall not be allowed to impose any resale restrictions other than those applying to the following:

3.1.4.1 Cross-class-sale (residential to business);

3.1.4.2 Lifeline and other means tested services;

3.1.4.3 Educational offerings;

3.1.4.4 BEVs and DLS; and

3.1.4.5 Aggregation of toll service.

3.1.5 MCI may aggregate multiple MCI subscribers subject to 3.1.2 on dedicated access facilities. MCI shall pay the rates for termination for such services based on a rate structure that is consistent with the Telecommunications Act, federal and state guidelines and terms of this agreement.

3.1.6 Subject to 3.1.2, MCI may use off-premises extensions in conjunction with PLEXAR® services to provide service to different locations of a single MCI local service subscriber even if a location is outside of the geographic territory in which SWBT provides local exchange service.

3.1.7 MCI may utilize Automatic Route Selection ("ARS") to provision access.

3.2 Voluntary Federal Subscriber Financial Assistance Programs.

3.2.1 Local services provided to low-income subscribers, pursuant to requirements established by the Commission, include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. When a subscriber of SWBT's Voluntary Federal Subscriber Financial Assistance Program chooses to obtain Local service from MCI, SWBT shall confirm to MCI that such subscriber has provided certification to SWBT making the subscriber eligible for such programs. Thereafter, MCI is responsible for ensuring that its subscribers to whom

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it resells SWBT's Voluntary Federal Customer Financial Assistance Program services remain eligible to receive same.

3.3 Lifeline Assistance/Link-Up Service.

3.3.1 SWBT shall offer for resale Lifeline Assistance and Link-Up Service; however, MCI may only resell Lifeline Assistance and Link-Up Services to, and provide handicap discounts to, subscribers who are eligible for such services and/or discounts.

3.4 Grandfathered Services.

3.4.1 SWBT shall offer for resale to MCI all grandfathered Telecommunications Services; however, MCI may only offer grandfathered services to subscribers that are eligible to receive grandfathered services from SWBT. For purposes of this Agreement, a grandfathered service is a service that SWBT offers to existing retail subscribers but not to new subscribers. *SWBT shall notify MCI of its plans to grandfather a Telecommunications Service thirty (30) days in advance of the tariff filing.* [Missouri Award No. 40]

3.5 Telephone Line Number Calling Cards.

3.5.1 SWBT will coordinate the disconnection of subscriber's calling cards with MCI to ensure that there is no time that a subscriber is without a calling card. As specified by MCI, a subscriber's SWBT calling card will be disconnected: (1) on the bill cease date which is thirty (30) days after the date of an end-user's termination of SWBT service; (2) upon subscription to MCI service; or, (3) within twenty four (24) hours after MCI has notified SWBT that it has replaced the subscriber's calling card. SWBT will terminate its existing telephone line number-based calling cards and remove any SWBT-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB.

3.5.2 Until such time, SWBT will direct-bill each subscriber on the subscriber's final bill. MCI may issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCI shall have the right to enter such TLN in LIDB for calling card validation purposes.

3.6 Advanced Intelligent Network Services.

MCI may purchase any Advanced Intelligent Network ("AIN")

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Telecommunications Services SWBT offers at retail minus the **20.32%** wholesale discount to subscribers who are not carriers for resale **without any restrictions**.

4. Responsibilities of MCI

4.1 Prior to submitting an order for resale, MCI shall obtain such documentation as may be required by applicable federal and state laws and regulations confirming the subscriber's request. MCI shall make such authorization available to SWBT upon reasonable request, as required by federal or state laws or by this Agreement. Similarly, SWBT shall also receive subscriber authorization prior to converting a subscriber to SWBT as outlined herein if federal or state regulators require provision of such authorization.

4.2 Unless otherwise required by federal or state regulators, neither Party shall be obligated by this Attachment to investigate any allegations of unauthorized conversion on behalf of the other Party.

4.3 SWBT shall recognize MCI as the customer of record for all resold services and will send bills directly to MCI in accordance with Attachment VIII, Section 4. SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by MCI. All applicable rates and charges for such services will be billed to and shall be the responsibility of MCI, with the exception of retail services which may be provided directly to the subscriber by SWBT. Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its subscriber for such service.

4.4 If MCI does not wish to be responsible for collect, third number billed, toll, and 900 calls, it must order the appropriate blocking for resold lines under this Attachment and pay any applicable retail, minus avoided cost, charges. MCI acknowledges that blocking is not available for certain types of calls, including 800 numbers. Such blocking services shall be available at parity to SWBT offerings. MCI reserves the right to seek other reasonable alternatives, available under the law, applicable State or federal rules or regulations and this agreement to manage such services. SWBT is not obligated to provide such alternatives except as required under applicable state or federal laws, rules or regulations.

4.5 Outcollects and Incollects:

4.5.1 Outcollects: MCI and SWBT have stipulated and agreed that SWBT will provide to MCI the unrated message detail that originates from an MCI subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) SWBT has agreed to transmit such data on a daily basis. MCI as

the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at MCIIm tariffed rates and MCIIm will be responsible for providing the billing message detail to the billing company for end-user billing. MCIIm will be compensated by the billing company for the revenue it is due. MCIIm and SWBT have stipulated that a per message charge of \$0.003 for SWBT's transmission of Outcollect messages to MCIIm is applicable, and SWBT will bill MCIIm for the transmission charge. SWBT will provide unrated outcollects to MCIIm, and will make system enhancements to allow this to occur by June 1997.

4.5.2 Incollects: MCIIm and SWBT have also stipulated and agreed regarding the handling of issues associated with messages that originated from a number other than the billing number and that are billable to MCIIm customers (Incollects). SWBT will provide the rated messages it receives from the CMDS1 network to MCIIm for billing to MCIIm's end-users. SWBT has agreed to transmit such data on a daily basis. SWBT will credit MCIIm the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment VIII, Section 4: Connectivity Billing of the Agreement and the credit will be \$.05 per billed message. MCIIm and SWBT have stipulated that a per message charge \$0.003 for SWBT's transmission of Incollect messages to MCIIm is applicable, and SWBT will bill MCIIm for the transmission charge of \$0.003.

5. Services Ancillary to Resold Lines

5.1 Directories. The Parties have further agreed that, for purposes of resold services:

5.1.1 *A common telephone book is preferable with each Party contributing the names of its customers. All Parties shall supply their customer information to each other at no charge. [Missouri Award No. 13]. All basic residential and business end-user subscribers of MCIIm will receive a basic listing in SWBT's white pages directories in the same form and under the same conditions as SWBT provides to its subscribers.*

5.1.2 **Upon receipt of a request from Southwestern Bell Yellow Pages for end user listing information, SWBT will provide to Southwestern Bell Yellow Pages MCIIm's end user's listing information on an interfiled and indistinguishable basis from SWBT's end user listing information.**

5.1.2.1 SWBT will identify in its subscriber listings databases that

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Key: Regular Text = SWBT/MCI negotiated language; Bold Text = SWBT/MCI disagreed language; *Italics* = Missouri PSC Arbitration Award and stipulation language. ***Bold Italics*** = *Conformed to Award but disagreed to by SWBT.* **Bold Underline** = SWBT proposed language.

MCIm is the customer of record on all resold services.

5.1.3 Each MCIm end user customer will receive a copy of Southwestern Bell's White Page directory, as well as a Southwestern Bell Yellow Pages directory when co-bound with the White Pages, in the same manner and at the same time that they are also provided to SWBT's end user customers. It is the Parties' expectation that separately bound Southwestern Bell Yellow Page directories will be delivered in the same manner and at the same time to MCIm end user customers as to SWBT's end user customers. The Parties have agreed that all of the services provided by SWBT referenced in this paragraph are included in the wholesale price and will be provided by SWBT at no additional charge. *The Parties shall supply their customer information to each other at no charge. SWBT shall list all customers at no additional charge. Any revenue generated by selling customer lists of the other company shall be shared equitably or the customer names will be excluded from such lists.* [Missouri Award No. 13]

SWBT 5.1.3-1 Alternatively the sale of the lists by SWBT shall exclude MCIm's customers so MCIm can sell lists of its own customer names.

5.1.3.1 If an MCIm end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location and the next scheduled SWBT delivery date.

5.1.4 Directory Assistance and Listings Service Requests

5.1.4.1 *Any value from resale of customer names shall be shared equitably among the carriers (based on the number of names from each carrier). Alternatively, the sale of the lists by SWBT shall exclude MCIm's customers so MCIm can sell lists of its own customer names.* [Missouri Award No. 13]

5.1.4.2 These requirements pertain to SWBT's DA and Listings Service Request process that enables MCIm to: (a) submit MCIm subscriber information for inclusion in SWBT Directory Assistance and Directory Listings databases; (b) submit MCIm subscriber information for inclusion in published directories; and (c) provide MCIm subscriber delivery address information to enable SWBT to fulfill directory distribution obligations.

5.1.4.2.1 SWBT shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards - when implemented by SWBT, but not to exceed twelve (12) months from final standard adoption. In the interim, SWBT shall create a standard format and order process by which MCI can place an order via electronic exchange.

5.1.4.2.2 For the purposes of including MCI's subscriber listing information in SWBT's white pages directories, DA Database, or for establishment of new accounts for migration of such listings to Southwestern Bell Yellow Pages, the following methods may apply:

5.1.4.2.2.1 Establishing New Resale Services Listing: In a service order establishing new resale service, MCI will submit to SWBT all subscriber listing information for inclusion in SWBT's White Pages Directory, Directory Assistance Database, and for migration of such listing information to SWBT Yellow Pages. This order will also include directory delivery information as appropriate.

5.1.4.2.2.2 Migrate with No Changes: Retain all listings for the subscriber in both Directory Assistance Database and White Page Directory Listings.

5.1.4.2.2.3 Migrate with Additions: Retain all listings for the subscriber in both Directory Assistance Database and White Page Directory Listings. Incorporate the specified additional listings order.

5.1.4.2.2.4 Migrate with Deletions: Retain all listings for the subscriber in both Directory Assistance Database and White Page Directory Listings. Delete the specified listings from the listing order.

5.1.4.2.2.5 The Directory Listings Migration Options should not be tied to migration options

specified for a related service order (if any) such that a service order specified as "migration with changes" may be submitted along with a directory listing order specified as "migration with no changes" (so that changes to a subscriber's service will not impact the appearance of any listing information).

5.1.4.2.2.6 SWBT shall enable MCI to transmit any listing type available to SWBT customers as identified in Exhibit B.

5.1.4.2.2.7 SWBT will provide MCI with a summary of completed Directory Service Requests on a daily basis. The summary information will include but is not limited to the following information:

5.1.4.2.2.7.1 White page listings text and format (name, address, phone, title, designation, extra line information)

5.1.4.2.2.7.2 Yellow page listing text and format

5.1.4.2.2.7.3 Yellow page heading code

5.1.4.2.2.7.4 Listing Instruction codes

5.1.4.2.2.7.5 Listed book

5.1.4.2.2.8 SWBT shall provide MCI the ability to electronically query the SWBT listing system to view all listings real-time. Ownership of each listing is to be masked.

5.1.4.2.2.9 SWBT shall update and maintain its directory assistance and white pages directory listings based on changes submitted by MCI on behalf of its subscribers of resale services. SWBT shall treat such listing information in the same manner and in the same time frame as it handles its own listing changes or modifications. Examples of

listing changes or modifications include, but are not limited to non-published or non-listed or any other changes that affect the status of the listing information.

5.1.4.2.2.10 SWBT shall not charge for storage of MCI's resale services subscriber information in the white pages directory listing and Directory Assistance Database systems.

5.1.4.2.2.11 MCI shall not charge for storage of SWBT's resale services subscriber information in the white pages directory listing and Directory Assistance Database systems.

5.1.5 [Reserved]

5.1.6 Directory Listings General Requirements

This Section 5.1.6 pertains to resale services listings requirements published in any media, including but not limited to traditional white pages, specialty directories, CD ROM, or other printed or electronic formats.

5.1.6.1 SWBT shall include in its master subscriber system database all listing information for MCI resale services subscribers.

5.1.6.2 SWBT shall not disclose, nor allow any third party to disclose, non-published name or address information for any purpose other than what may be necessary to complete directory distribution.

5.1.6.3 MCI subscriber listings shall be interfiled with listings of SWBT and other LSP subscribers.

5.1.6.4 SWBT shall make available to MCI's subscribers all types of listings that are available to SWBT subscribers as reflected in Exhibit B.

5.1.6.5 State, Local, and Federal government listings of MCI subscribers shall be included in the appropriate section of the white pages directory at no additional charge.

5.1.6.6 The listing and handling of listed, non-published and non-listed telephone numbers shall be at least at parity with that provided by SWBT to its own subscribers.

5.1.6.7 At MCI's request, SWBT will include MCI specific information (ie., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other LSPs. Sixty (60) days prior to close date, at its option, MCI shall provide SWBT with its logo and information in the form of a camera ready copy, sized at one-eighth of a page. SWBT will include this information in its White Pages at no charge to MCI.

5.1.6.8 At its request, MCI may purchase "Informational Page(s)" in the informational section of the SWBT White Pages directory covering a geographic area. Such page(s) shall be no different in style, size, color and format than SWBT "Informational Pages." Sixty (60) days prior to the directory close date, MCI shall provide to SWBT the "Informational Page" in the form of camera-ready copy.

5.1.6.9 At least one month prior to the date on which updates to the directory are no longer allowed (the Directory Close date), SWBT shall provide MCI a method of reviewing and correcting MCI subscriber directory listings.

5.1.6.10 For enhanced white page listings (i.e. bold, indent, italics) and yellow pages advertising, MCI will contract with SWBT to use their advertising sales force and processes as MCI's agent to sell all enhanced listings and advertising products on a non-discriminatory basis to MCI subscribers. A SWBT representative will design the ad with MCI's subscriber. Charges for any advertising will be billed by SWBT. MCI will receive from SWBT a 20% commission on all revenue generated by enhanced white page listings and yellow pages advertising.

5.1.6.11 Additional and foreign White Page listing charges should be billed to MCI and itemized at the telephone number sub-account level in *CABS format*. [Missouri Award No. 22]

SWBT 5.1.6.11-1 CABS-like format

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5.1.6.12 SWBT shall distribute, or make arrangements with a third party to distribute white and, when co-bound, yellow pages to MCIIm subscribers at no charge in the same manner as SWBT distributes to its own subscribers, including but not limited to: 1) upon establishment of new service; 2) during annual mass distribution; and 3) upon subscriber request. SWBT shall provide MCIIm its policy on the number of telephone directories provided at no charge to the subscriber.

5.1.6.12.1 If MCIIm elects to deliver directories to its subscribers, section 5.1.6.12 shall not apply and SWBT will bulk deliver directories at no charge to MCIIm's designated location for those MCIIm subscribers.

5.1.6.13 The directory cover shall prominently indicate that MCIIm subscriber listings are included in the directory at no charge.

5.1.6.14 At MCIIm's option, MCIIm subscribers shall receive a directory with a customized cover branded for MCIIm.

5.2 Directory Assistance (DA)/Operator Services (OS). Until customized routing is implemented in a particular end office **or tandem** as described below, SWBT shall provide the same Directory Assistance and Operator Services to MCIIm's subscribers as SWBT provides to its own subscribers or as provided to a third party. Such services are to be provided by SWBT in accordance with its internal operating procedures and standards, which shall, at a minimum, comply with applicable federal and state law, rules and regulations.

5.2.1 MCIIm subscribers shall be provided the capability by SWBT to dial the same telephone numbers for access to MCIIm Directory Assistance and Operator Services that SWBT subscribers dial for access to SWBT Directory Assistance.

5.2.1.1 SWBT shall provide Directory Assistance functions and services to MCIIm for its subscribers as described below until SWBT routes calls to the MCIIm Directory Assistance Services platform.

5.2.1.2 SWBT shall notify MCIIm in a reasonable timeframe in advance of any service affecting changes or enhancements to its DA and OS service, and shall make available such service enhancements on a non-discriminatory basis to MCIIm.

5.2.1.3 Upon request, call completion to the requested number for local and intraLATA toll calls (Operator Services, 0+ and 0- dialed calls) shall be completed on the SWBT network by SWBT for MCI as resold local and toll services. **Where technically feasible SWBT shall send such calls to the network specified by MCI.**

5.2.2 SWBT shall provide MCI with the same level of service and capabilities in its provisioning of Directory Assistance and Operator Services as SWBT provides itself.

5.2.2.1 SWBT shall provide the following minimum Operator Service capabilities to MCI subscribers:

5.2.2.1.1 SWBT shall complete calls that are billed to a calling card (e.g., calling card refers to a LEC or other 0+ non-proprietary access calling card.).

5.2.2.1.2 SWBT shall complete: a) person-to-person calls; b) collect calls; and c) station-to-station dialing assisted calls.

5.2.2.1.3 SWBT shall provide the capability for callers to bill to a third party and complete such calls.

5.2.2.1.4 SWBT shall process emergency calls.

5.2.2.1.5 SWBT shall process and perform Busy Line Verify and Emergency Line Interrupt requests.

5.2.2.1.6 SWBT, where technically feasible, will provide rate quotes when rate information is received from MCI.

5.2.2.1.7 SWBT, where technically feasible, will process time-and-charges requests when rate information is received from MCI.

5.2.2.1.8 SWBT shall route 0- traffic directly to a "live" operator.

5.2.2.1.9 SWBT shall provide to MCI subscribers credit on operator services calls as provided to SWBT's own

subscribers.

5.2.2.1.10 SWBT shall provide caller assistance for the disabled in the same manner as provided to its disabled subscribers.

5.2.3 SWBT's service levels shall comply, at a minimum, with FCC's and the Missouri Commission's requirements, if any.

SWBT 5.2.3A-1 Pursuant to paragraph 226(b) of the Telecommunications Act of 1996, each provider of Operator Services is required to : 1) provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and 2) disclose immediately to the consumer, upon request a quote of its rates or charges for the call.

SWBT 5.2.3A.1-1 In compliance with the requirements outlined in 5.2.3A above, where SWBT provides Operator Services to MCI's subscribers on behalf of MCI, SWBT will provide the MCI brand nondiscriminatory prices.

5.2.4 When SWBT provides such Directory Assistance services to MCI, its subscribers shall be entitled to the same number of subscriber listings as provided by SWBT to its own similarly situated subscribers. When calling Directory Assistance, MCI's subscribers shall be able to obtain name, address and/or number information upon request, except for non-published information, and obtain Call Completion, where SWBT provides such information or Call Completion to its own subscribers dialing Directory Assistance and in accordance with federal and state rules and regulations, if applicable.

5.2.5 When SWBT provides such Directory Assistance services to MCI on behalf of its subscribers, MCI shall receive the same allowance for "free" calls to Directory Assistance as SWBT affords its own subscribers. For all other calls to Directory Assistance, MCI shall pay SWBT amounts as listed in Attachment I of this Agreement attributable to Directory Assistance resold services used by MCI subscribers. SWBT shall provide data regarding such charges to MCI.

5.2.6 When SWBT provides such Operator Services to MCI, SWBT shall process the following types of calls in accordance with the services SWBT provides its own subscribers: